

INVITATION FOR BIDS (IFB) NO. 97-108
TO
PROVIDE
CUSTODIAL MAINTENANCE SERVICES
FOR
INSTITUTE FOR ASTRONOMY
UNIVERSITY OF HAWAII
HILO, HAWAII

MAY, 1997

BOARD OF REGENTS
UNIVERSITY OF HAWAII
HONOLULU, HAWAII

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for Astronomy, University of Hawaii, Hilo, Hawaii

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**IT IS THE RESPONSIBILITY OF ALL BIDDERS TO CHECK THE TABLE OF CONTENTS
TO CONFIRM THAT ALL PAGES LISTED THEREIN ARE CONTAINED IN THEIR BID
PACKAGE.**

BIDDER'S REMINDER:

Tax Clearance Certificate or OPRM Form 128, CERTIFICATION FOR TAX
CLEARANCE, (see Special Provisions).

NOTICE TO BIDDERS

BID FORMS for IFB No. 97-108, Custodial Maintenance Services (Hilo, Hawaii), will be available from and received in the OFFICE OF PROCUREMENT, PROPERTY AND RISK MANAGEMENT, UNIVERSITY OF HAWAII, 1400 LOWER CAMPUS ROAD, ROOM 15, HONOLULU, HAWAII 96822, (an unofficial copy of the IFB is available on the Internet at <http://www.state.hi.us/bids/notice01.htm>) and must be submitted no later than 2:30 p.m., June 9, 1997, and at that time will be publicly opened.

Bids received after the time and date fixed for opening will not be considered.

Vendors located outside the Island of Oahu, Hawaii, USA, may request an official copy of the IFB by providing the vendor's name, address, contact person, telephone number, facsimile number, and an account number, billable to the receiver, for express shipment. Requests may be submitted via facsimile, (808) 956-2093. Direct all questions to Karlee Hisashima, (808) 956-8674.

Kenneth P. Mortimer
President, University of
Hawaii and Chancellor,
University of Hawaii at Manoa

Advertised: Honolulu Advertiser
Issues of: May 29, 1997

NOTICE TO BIDDERS

OPPRM FORM 115

BUSINESS CLASSIFICATION CERTIFICATION STATEMENT

(See Official Document)

BID FORM
TO
PROVIDE
CUSTODIAL MAINTENANCE SERVICES

Office of Procurement, Property
and Risk Management
University of Hawaii
1400 Lower Campus Road, Room 15
Honolulu, Hawaii 96822

To Whom It May Concern:

The undersigned has carefully examined the INVITATION FOR BIDS (IFB) NO. 97-108, TO PROVIDE CUSTODIAL MAINTENANCE SERVICES FOR INSTITUTE FOR ASTRONOMY, UNIVERSITY OF HAWAII, HILO, HAWAII, and offers to provide the custodial maintenance services, in strict accordance with the TECHNICAL SPECIFICATIONS for an initial period commencing on July 1, 1997 through December 31, 1997, thereafter, renewable from year to year for a total of FOUR (4) years, in strict accordance with the true intent and meaning of the Invitation for Bids (IFB), as follows:

BASIC BID

<u>Item</u>	<u>Description</u>	<u>Total Amount</u>
1.	Weekly and Monthly Custodial Maintenance Services for YEAR 1 , July 1, 1997 through December 31, 1997, as per Technical Specifications.	\$ <u> </u> for Year 1
2.	Weekly and Monthly Custodial Maintenance Services for YEAR 2 , January 1, 1998 through December 31, 1998, as per Technical Specifications.	\$ <u> </u> for Year 2
3.	Weekly and Monthly Custodial Maintenance Services for YEAR 3 , January 1, 1999 through December 31, 1999, as per Technical Specifications.	\$ <u> </u> for Year 3

<u>Item</u>	<u>Description</u>	<u>Total Amount</u>
4.	Weekly and Monthly Custodial Maintenance Services for YEAR 4 , January 1, 2000 through December 31, 2000, as per Technical Specifications.	\$_____ for Year 4

TOTAL AGGREGATE BID \$_____

TAX LIABILITY

Both out-of-state and Hawaii bidders are advised that the amount bid on this solicitation is subject to the general excise tax (currently 4%) imposed by Chapter 237, Hawaii Revised Statutes (HRS) and, if tangible property is being imported into the State of Hawaii for resale, the use tax (currently 1/2%) imposed by Chapter 238, HRS. (Refer to Tax Clearance in the Special Provisions and Taxes in the General Provisions.) Bidders are therefore cautioned to consider such taxes in formulating their bids since no adjustments to the prices bid shall be allowed.

BASIS FOR AWARD

The award of contract, if awarded, shall be made to the lowest responsive and responsible bidder on the **TOTAL AGGREGATE BID**.

The University reserves the right to delay acceptance of offer and/or not make award.

NOTE TO BIDDERS

An acceptable bid must conform in all material respects to this Invitation for Bids. Any of the following may be grounds for disqualification:

1. Taking exception to any of the specifications, terms or conditions contained in the IFB.
2. Placing conditions on the furnishing of solicited goods or services.
3. Inclusion of a quotation or order form containing additional specifications, terms or conditions.
4. Referencing external documents containing additional specifications, terms or conditions.

Bidders are advised that bids are evaluated as submitted and requests by bidders to delete conditions contained in their bids after bid opening cannot be considered.

REFERENCES

The names of companies, contact persons, and addresses of THREE (3) agencies for whom the undersigned currently provides services are as follows:

	<u>Company</u>	<u>Contact Persons</u>	<u>Address & Telephone No.</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

The Certification of Compliance with the requirements of Section 103-55, Hawaii Revised Statutes, as specified in Special Provision 3, ELIGIBILITY TO BID, is enclosed.

REMITTANCE ADDRESS

In the event that the undersigned is awarded this contract and its remittance address differs from the address shown on page BID - 6, please indicate remittance address below:

Street Address or P. O. Box		

City	State	Zip Code

WAGE CERTIFICATE
(See Official Document)

OPPRM FORM 94
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT
AND OTHER RESPONSIBILITY MATTERS

(See Official Document)

SIGNATURE PAGE
(See Official Document)

CERTIFICATION FOR TAX CLEARANCE

(See Official Document)

TECHNICAL SPECIFICATIONS

This section indicates the Technical Specifications required for the custodial maintenance services. The Technical Specifications listed herein are the minimum requirements and are mandatory for an accepted bid.

1. GENERAL INFORMATION

The following are the Technical Specifications for a FOUR (4) year, annually renewable contract for custodial maintenance services and supplies at the summit area of Mauna Kea, Island of Hawaii. The custodial maintenance services are required per calendar year commencing on July 1, 1997 through December 31, 1997; thereafter, the contract shall be renewable from year to year for a total of FOUR (4) years, until December 31, 2000. Bidders shall provide an annual price for each calendar year for all charges including but not limited to: labor, increase in labor, transportation, supplies, applicable taxes and cleaning equipment necessary to perform weekly and monthly services as specified below. Monthly billing shall be 1/12 of the annual cost. Custodial maintenance personnel need to be extremely careful while performing services in areas where there are sensitive instruments and electronic equipment.

Bidders are further advised that a four-wheel drive vehicle is required to reach the summit area of Mauna Kea.

2. SERVICE INTERVAL

Weekly Service: Monday through Friday
Monthly Service: By the last working day of each month
(Monday through Friday)

3. HOURS OF SERVICE

All services shall be performed between the hours of 9:00 a.m. and 12:00 noon.

4. WEEKLY SERVICES

Weekly services shall be provided by the Contractor ONE (1) day per week and shall be performed on days mutually agreed upon between Institute for Astronomy and the Contractor, as follows:

- a. All trash receptacles shall be emptied and trash removed from building and summit area.
- b. All carpets shall be vacuumed.
- c. All vinyl tile floors shall be swept/vacuumed and then wet mopped.

- d. All trash can liners and facial tissues shall be supplied as needed.
- e. For Living Area:
 - 1) Clean sink, counter, table and desk.
 - 2) Fill paper towel receptacle as needed.
 - 3) Supply dishwashing detergent, sponge scrubber and hand soap as needed.
- f. For Restroom:
 - 1) Clean toilet, sink, mirror and counter area.
 - 2) Fill paper towel receptacle as needed.
 - 3) Supply toilet paper, air freshener spray, and hand soap as needed.
- g. For Machinery Room:
 - 1) Clean sink area.
 - 2) Fill paper towel receptacle as needed.
 - 3) Supply hand soap as needed.

5. MONTHLY SERVICES

Monthly services shall be provided by the Contractor ONE (1) day per month, and shall be performed on days mutually agreed upon between Institute for Astronomy and the Contractor, as follows:

- a. Sweep/vacuum Observing floor (care should be taken to remove dirt from the troughs, crevices, and corners).
- b. Sweep and wet mop the platform on the Observing floor.
- c. Sweep the floors of the Loading dock, Machinery room, and Coude room.
- d. Spot clean, wet mop the Coude floor.
- e. Sweep/wet mop the Computer room.
- f. Remove floor scuffs, marks on walls, etc. from Observer's work area, Computer room, Instrument prep rooms, storage rooms, office, Electronics shop, hallways and restroom.
- g. Wax and buff all vinyl tile floors.
- h. Strip wax from vinyl tile floors (SIX [6]-month intervals).

6. FLOOR SURFACES AND SIZE BY ROOM (See attached floor plan)

Entrance Hallway	14' x 22'	Vinyl tile
Observer's Work Area	61' x 22'	Raised removable tiles with non-skid mats
Computer Room	22' x 19'	Vinyl Tile
Observing floor	60' x 60'	Concrete
Observing Platform	12' x 25'	Coated metal
UPS room	10' x 19'	Concrete
Instrument prep room	22' x 16'	Vinyl Tile
Storage room	19' x 15'	Concrete
	15' x 15'	Concrete
	8' x 10'	Concrete
Office	14' x 11'	Carpet
Electronics shop	14' x 26'	Vinyl tile
Restroom	9' x 10'	Vinyl tile
Living Area	22' x 20'	Carpet
Machinery room	56' x 27'	Concrete
Loading dock	44' x 27'	Concrete
Mechanics Shop	18' x 27'	Concrete
M.T.'s area	18' x 8'	Concrete
Coude room	18' x 32'	Raised removable tiles
Visitor's instrument prep room	18' x 22'	Vinyl tile

7. CONTRACTOR'S EMPLOYEES

- a. Contractor shall provide a minimum of ONE (1) properly trained personnel.
- b. The Contractor shall instruct its employees:
 - 1) That they shall be appropriately dressed at all times for the type of work they perform for reasons of personal health, safety, overall sanitation, and shall be non-objectionable to tenants. This shall include a daily fresh change of clothing. Shoes shall be worn at all times.
 - 2) That nothing is to be removed from the building or grounds even though the article may have been discarded.
 - 3) That employees assigned to work in any one building shall sign in and out each time they enter or leave the building and shall sign out even when they plan to return to work that day.
 - 4) That they are not to leave clothing or personal effects in the building when leaving for that day.

- c. Supervision: It shall be the responsibility of the Contractor to provide continuous on-the-job and on-going supervision of its employees, including adequate instruction and/or training for the jobs (if applicable).
- d. The Institute for Astronomy reserves the right to have the Contractor remove any employee who violates any of these guidelines.

8. JANITORIAL SUPPLIES AND EQUIPMENT

- a. The Contractor shall provide, at it's expense, all necessary supplies and all tools and equipment to perform the services required under this contract. Supplies shall include, but not be limited to, paper towels and toilet paper, trash can liners, facial tissues, floor cleaners and finishes, scrubbing compound, disinfectants, waxes, soap, glass cleaner, and rags. Under no circumstances shall the University equipment and supplies, other than those indicated herein as University-furnished, be used by the Contractor.

Equipment shall include, but not be limited to, vacuum cleaners (with necessary attachments to clean corners and other difficult to reach places) and floor wax/buff/stripping equipment.

- b. Contractor's tools, supplies, and equipment used in performing the custodial and maintenance tasks shall be well maintained and in good working condition. Contractor shall provide repair maintenance as required and ensure that tools, supplies and equipment are in good operating condition in order to complete the job as specified. The University shall have the right to require the Contractor to replace any poorly maintained tools, supplies or equipment which the University considers unsafe, unsuitable or which may cause damage to property.
- c. All Contractor furnished material/supplies shall be of the highest grade consistent with its intended use and be approved by the University prior to use. A complete listing of such materials/supplies shall be submitted including samples, when necessary, to the Institute for Astronomy prior to the commencement of each subsequent renewal. The University reserves the right to withdraw its approval if it determined/discovered subsequent to approval, that the product may be harmful, substandard, odorous or is merely covering up offensive odors.

9. INSPECTIONS

- a. The University shall make on-the-spot inspections at its discretion at any time.

- 1) Omitted work or work considered substandard by the Institute for Astronomy shall be corrected by the Contractor immediately. Should the Contractor fail to correct substandard work or omissions to the satisfaction of the University, the matter shall be discussed with the Contractor for an equitable adjustment in the form of additional services acceptable to the University or adjustment in the billing for the services. Such adjustments are not substitutes for deficient work and repeated adjustments shall not be tolerated nor do such adjustments relieve the Contractor of its obligations under the contract.
 - 2) The Institute for Astronomy shall have the right to conduct on-the-spot inspections upon completion of cleaning tasks.
- b. The Contractor shall provide, complete and file with the Institute for Astronomy forms or reports noting condition and status of cleaning and all appropriate check lists and reports for anything out of order, including, but not limited to, unlocked doors, stopped toilets and drains, fixtures in need of repair, out-of-order lights and other broken or missing items.

The reports are necessary for quality control, and therefore must be filed on a timely and regular basis. The frequency of the report shall correlate to the frequency of the service, e.g., weekly reports are required for weekly cleaning tasks.

10. LOSS OF DAMAGE TO UNIVERSITY PROPERTY

Any loss of or damage to University property caused by negligence of the Contractor or its employees shall be replaced, repaired and/or paid for by the Contractor. The Contractor shall be responsible for any type of key(s) issued and shall pay for the cost of replacing the lost keys, re-keying and/or replacing locks.

All questions pertaining to the Technical Specifications shall be directed to Mr. Paul Jensen, IRTF Superintendent (808) 974-4209 or Ms. Sylvia Bollmeier, IFA Procurement, telephone (808) 956-8314.

Bidders are cautioned to review the Technical Specifications carefully and thoroughly. Objections to or requests for clarification of the specifications shall be made in writing in accordance with the General Provisions to the Office of Procurement, Property and Risk Management prior to the submittal of a bid. The submittal of a bid shall be considered as acceptance of the specifications as published.

FLOOR PLAN

(See Official Document)

SPECIAL PROVISIONS

1. SCOPE

The Providing of Custodial Maintenance Service for the Institute for Astronomy shall be in accordance with the terms and conditions of IFB No. 97-108 and the General Provisions dated February 23, 1996 included by reference. Copies of the General Provisions are available at the Office of Procurement, Property and Risk Management, University of Hawaii, 1400 Lower Campus Road, Room 15, Honolulu, Hawaii 96822 or the General Provisions may be viewed at: <http://www.state.hi.us/bids/notice03.htm>

2. TECHNICAL REPRESENTATIVES OF THE PROCUREMENT OFFICER (TRPO)

The Technical Representative of the Procurement Officer are Mr. Paul Jensen, IRTF Superintendent (808) 974-4209; and Ms. Sylvia Bollmeier, IFA Procurement, telephone (808) 956-8314.

3. ELIGIBILITY TO BID

Each prospective bidder, as a prerequisite to bid on any contract to supply services in excess of \$5,000 shall, at the time of bid submission, assure the University by certification in writing, of compliance with the requirements of Section 103-55, Hawaii Revised Statutes, that:

- a. The services to be rendered shall be performed by employees paid at not less than the wages or salaries paid to public officers and employees for similar work. If, after the initial period, during the life of the contract, the State of Hawaii Salary Schedule is revised, the Contractor shall pay its employees at not less than the revised wages and salaries paid public officers and employees for similar work.
- b. All applicable Federal and State laws relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

4. NOTIFICATION TO CONTRACTOR'S EMPLOYEES OF CURRENT WAGE RATES

Contractor shall be obliged to notify its employees performing work under this contract of the provisions of Section 103-55, HRS, and the current wage rate for public employees performing similar work. The Contractor may meet this obligation by posting a notice to this effect in the Contractor's place of business accessible to all employees, or the Contractor may include such notice with each paycheck or pay envelope furnished to the employee.

The following is the current State of Hawaii position classification that performs janitorial services:

Janitor I: BC-01
Hourly Rate: \$9.14

5. TERM OF CONTRACT

The initial term of this contract shall be from July 1, 1997 through December 30, 1997. Thereafter, the contract shall be renewable from year to year, for a total of FOUR (4) years, without the necessity of rebidding, upon mutual agreement in writing, NINETY (90) days prior to the annual renewal date, at the prices quoted herein. Further, the University may terminate the contract at any time, after the first year, upon NINETY (90) days' prior written notice.

In the event that a contract is unable to be executed by July 1, 1997 the University reserves the right to prorate the cost of the contract to reflect the true start date of the contract.

6. PRICING FOR SUBSEQUENT RENEWAL TERMS

Although the contract is renewable annually, bidders shall provide bids for all FOUR (4) years of the contract. For years two through four, bidders are advised that if, after the initial period, during the life of the contract, the State of Hawaii Salary Schedule is revised, the Contractor shall pay its employees at not less than the revised wages and salaries paid public officers and employees for similar work. Bidders shall project and include the cost of any such increases in the total amount for years two through four of the contract.

For non-service type contracts, the University generally allows Contractors to request increases in their contract prices utilizing the Consumer Price Index for Pacific Cities and U. S. City Average based on All Urban Consumers, U. S. City Average. Since the University is unable to inform bidders as to any dates or amounts of possible wage increases for State employees, bidders shall base their increases for years two through four on the average consumer price index for 1996 which is at a rate of 2.9%. In the event that wage increases for a particular year are more than 2.9%, the University will allow the Contractor to increase the contract price for that particular year by the percentage difference between the increase in wages and the average consumer price index of 2.9%.

The Contractor may apply this increase to EIGHTY-FIVE PERCENT (85%) of the contract price for years two through four, which for the purposes of this contract, shall represent labor costs associated with the performance of this contract.

The Contractor shall document to the satisfaction of the University that it has paid its employees wages not less than that paid to public employees doing similar work during the period of the contract. In the event that Section 103-55, Hawaii Revised Statutes is repealed or modified so that this section of the statute is no longer applicable to this contract, a portion of this clause would be voided.

7. SITE INSPECTION

Bidders may visit the site and examine the conditions of same and be aware or satisfied as to physical condition and environment in relation to the terms and conditions of the bid specifications. No additional allowance will be granted because of lack of knowledge of such conditions. Bidders shall arrange for an appointment by calling Mr. Paul Jensen, IRTF Superintendent, telephone (808) 974-4209, on any normal working day, Monday through Friday, after 9 a.m., but not later than 12 p.m.

8. REJECTION OF CONTRACTOR'S EMPLOYEES

The University reserves the right to reject any workman that the University deems incompetent, uncooperative, negligent, insubordinate, or otherwise objectionable.

9. WORKERS' COMPENSATION

The Contractor shall provide adequate statutory workers' compensation insurance for all labor employed in performing services under this contract.

10. INSURANCE

Contractor shall maintain insurance acceptable to the University in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by Contractor shall provide Combined Single Limit Coverage (bodily injury and property damage) in the amount of \$1,000,000 per occurrence.

Insurance shall be in force the first day of the term of this contract.

Each insurance policy required by this contract shall contain the following three clauses:

- a. "This insurance shall not be cancelled, limited in scope of coverage or non-renewed until after THIRTY (30) days' written notice has been given to the University of Hawaii, Director of Office of Procurement, Property and Risk Management."
- b. "It is agreed that any insurance maintained by the University of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

- c. "The University of Hawaii is added as an insured as respects operations performed for the University of Hawaii."

Clauses b and c are waived for any professional liability/errors and omissions liability insurance.

Contractor agrees to deposit with University, on or before the effective date of this contract, certificates of insurance necessary to satisfy the University that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificates therefor on deposit with the University during the entire term of this contract.

The University shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of the University, the insurance provisions in this contract do not provide adequate protection for the University, the University may require Contractor to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. The University's requirements shall be reasonable but shall be designed to assure protection from and against the kind and extent of the risks which exist at the time a change in insurance is required.

The University shall notify Contractor in writing of changes in the insurance requirements; and if Contractor does not deposit copies of acceptable insurance policies with the University incorporating such changes within SIXTY (60) days of receipt of such notice, this contract shall be in default without further notice to Contractor and the University shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obligated for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

11. PAYMENT

The Contractor shall be remunerated monthly upon submission of a properly executed original invoice and one copy, indicating the contract number, to Institute for Astronomy, 2680 Woodlawn Drive, Honolulu, Hawaii 96822, no later than THIRTY (30) calendar days following submission of invoice.

12. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor shall provide said services as an independent contractor and shall not be under the direction or control of the University. The University shall

not be responsible for any claims and demands of any kind or nature that may be brought against it on any matter or thing arising out of or in connection with the services provided by the Contractor and not occasioned through the fault or negligence of the University.

13. REFERENCES

Each bidder shall provide the names and addresses of THREE (3) agencies, for which custodial maintenance service is currently provided who can attest to the reliability of the bidder's service and personnel. The University reserves the right to reject the bid submitted by any bidder whose performance on other jobs has been unsatisfactory.

14. EXAMINATION OF RECORDS

The Contractor shall allow the University to examine and inspect its books and records of income and payroll expenses relating to this contract during normal office hours as the University may require, and to allow an annual audit of said income and payroll expense related to its University operation by a firm of independent auditors chosen by the University. The University shall pay the costs of such an audit.

15. MATERIAL SAFETY DATA SHEETS (MSDS)

The Contractor shall submit to the Technical Representative SIX (6) copies of the Material Safety Data Sheet (MSDS) for each chemical product prior to it being provided or used under this contract. No chemical products shall be provided or used without prior approval by the University. MSDS's shall be submitted within TWO (2) weeks of the date of Notice to Proceed. Failure to submit MSDS's may result in suspension of work for which no additional compensation and/or extension of time will be granted or in cancellation of the contract.

16. RIGHTS AND REMEDIES OF THE UNIVERSITY FOR DEFAULT

In the event any service furnished by the Contractor in the performance of the contract should fail to conform to the specifications, the University may reject the same, and it shall thereupon become the duty of the Contractor to correct same to conform to specifications, without expense to the University provided that should the Contractor fail, neglect, or refuse to do so, the University shall thereupon have the right to purchase in the open market, for the performance of such service and to deduct from any monies due or that may thereafter become due the Contractor, the difference between the price named in the contract and the actual cost thereof to the University. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the University.

17. TAX CLEARANCE FOR CONTRACTS

In accordance with Section 103-53, HRS, bidders shall submit with their bid packages, original tax clearances from the State of Hawaii Department of Taxation and the Internal Revenue Service. In the event bidders are unable to obtain a tax clearance by mail in time to include it with their bid packages, bidders may submit a completed OPPRM Form 128, CERTIFICATION FOR TAX CLEARANCE, in place of the DOTAX Form A-6, with their bid packages. However, an original tax clearance must be provided before contract award. Tax clearances obtained shall certify that all tax returns due have been filed, and all taxes, interest, and penalties levied or accrued under the provisions of Title 14 that are administered by the State of Hawaii Department of Taxation and under the Internal Revenue Code against the bidder, have been paid. This shall apply to all contracts, whether with Hawaii bidders, out-of-state bidders, or nonprofit organizations.

This shall not apply to bidders if the State of Hawaii Department of Taxation certifies that the bidder is in good standing under a plan in which delinquent taxes are being paid to the State of Hawaii Department of Taxation (and the Internal Revenue Service, if applicable) in installments.

Offers that are not accompanied by original tax clearances or OPPRM Form 128, CERTIFICATION FOR TAX CLEARANCE, may be considered as non-responsive and may be rejected.

Any questions pertaining to tax clearances may be addressed to the following:

- a. Internal Revenue Service, Compliance Division - LTC
300 Ala Moana Boulevard, #50089
Honolulu, Hawaii 96850-4922
Telephone No.: (808) 541-1160
- b. Department of Taxation
State of Hawaii
Oahu District Office
P.O. Box 259
Honolulu, Hawaii 96808-0259
Telephone No.: (808) 587-4242
Toll-Free: 1-800-222-3229

18. TAX CLEARANCE FOR FINAL PAYMENT

General Provision 7.2 entitled Tax Clearance, is hereby deleted and shall be replaced by the following:

TAX CLEARANCE FOR FINAL PAYMENT

In accordance with Section 103-53, HRS, final payment for the settlement of the contract will not be made by the University

until the Contractor has submitted to the University original tax clearances from the State of Hawaii Department of Taxation and the Internal Revenue Service. Tax clearance shall certify that all tax returns due have been filed, and all taxes, interest, and penalties levied or accrued under the provisions of Title 14 that are administered by the State of Hawaii Department of Taxation and under the Internal Revenue Code against the Contractor have been paid.

Notwithstanding Sections 40-57 and 40-58, HRS, if a Contractor fails to provide the original tax clearances within SIX (6) months of the notice of final settlement or completion date of the contract, the University shall assign the final settlement payment in an amount not to exceed the tax liability to the State of Hawaii Department of Taxation or Internal Revenue Service, provided that the State of Hawaii Department of Taxation may first offset its tax debt against the sum owed to the Contractor. This shall apply to all contracts whether with Hawaii vendors, out-of-state vendors, or nonprofit organizations.

The foregoing shall not apply to the Contractor if the State of Hawaii Department of Taxation certifies that the Contractor is in good standing under a plan in which delinquent taxes are being paid to the State of Hawaii Department of Taxation (and the Internal Revenue Service, if applicable) in installments.

Any questions pertaining to tax clearances may be addressed to the following:

- a. Internal Revenue Service, Compliance Division - LTC
300 Ala Moana Boulevard, #50089
Honolulu, Hawaii 96850-4922
Telephone No.: (808) 541-1160
- b. Department of Taxation
State of Hawaii
Oahu District Office
P.O. Box 259
Honolulu, Hawaii 96808-0259
Telephone No.: (808) 587-4242
Toll-Free: 1-800-222-3229

19. FEDERAL PROVISIONS

Since federal funds will be expended under this contract, the Contractor shall comply with the applicable provisions of the attached FEDERAL PROVISIONS. If the total bid amount is equal to or in excess of \$25,000, the bidder must complete the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (OPPRM FORM 94).

FEDERAL PROVISIONS

(See Official Document)